

**PROTECTIVE COVENANTS  
LOTS 3-24 & OUTLOT 1  
BELL RIDGE SUBDIVISION**

Anchorage Homes, Inc., a Wisconsin corporation (hereinafter referred to as Declarant), the Owner and Developer of the following described property:

Lots 4-24 and Outlot 1 in Bell Ridge Subdivision, Town of Algoma, Winnebago County, Wisconsin, (hereinafter referred to individually as a "Lot" and collectively as the "Lots").

Jerry H. Doemel, (hereinafter referred to as Declarant) owner of the following described property:

Lot 3 in Bell Ridge Subdivision, Town Of Algoma, Winnebago County, Wisconsin, (hereinafter referred to individually as a "Lot").

The undersigned owners of the above described real estate and Declarants hereby make the following declarations as to the limitations, restrictions, and uses to which the above lots 3-24 and outlot 1 in Bell Ridge Subdivision may be put, and hereby specify that such declarations shall constitute covenants to run with the land, and shall be binding on all parties and all persons claiming title to any of the above described Lots, for the benefit of and limitations upon all future owners of lots in said subdivision.

This declaration of restrictions being designed for the purpose of insuring the use of attractive residential homes, to prevent nuisances, to prevent the impairment of the attractiveness of the properties, and to maintain the desired tone of the development, and thereby to secure to each owner the full benefit and enjoyment of their home with no greater restriction on the free and undisturbed use of their site than is necessary to insure the same advantages to the other site owners.

Therefore, it is mutually agreed by the parties hereto, their heirs, personal representatives, successors and assigns, that all lots in the above described subdivision are subject to the following protective covenants.

1. **Residential Use.** Lots 3 through 24 shall be used for single family residential purposes only. No portion of said lots may be used for any business or commercial purpose with the exception of a home office; provided that there is no signage other than the signage authorized hereunder. This paragraph shall not apply to Outlot 1 which is to be used for storm water detention or retention purposes per the drainage plan for Bell Ridge Subdivision.

2. **Exterior of Buildings.** The exterior of any natural wood building on lots 3 through 24 shall be stained with a non-transparent stain or painted within one (1) year of the commencement of the construction of said building. No natural weathering exterior material or logs or log siding shall be installed on any building on any lot. The roof pitch of each dwelling shall be 6/12 or greater and all chimneys and exterior flues shall be enclosed. The front of each dwelling shall be twenty percent (20%) (Less windows and doors) brick, stone or other similar material acceptable to the Architectural Control Committee. Any roof color other than black or earth tones and any roof material other than asphalt shingles must be approved by the Architectural Control Committee. However the existing residence on Lot 3 may continue to have log siding, a roof pitch less than 6/12 and less than 20% brick, stone or other similar material until such time as the siding is replaced or the building is ever replaced or rebuilt. The owner of each of the Lots shall maintain and repair the exterior of all structures, all driveways, sidewalks and all trees, shrubs and other landscaping so as to maintain an orderly and attractive appearance. All grass clippings, fallen branches, brush and other yard waste shall be promptly removed from each Lot. Yard waste of any type may not be placed on any other lot or outlot within the subdivision. The owner shall take reasonable precautions to avoid the transmission by surface water run-off of nutrients and pollutants such as pet waste, commercial fertilizers, herbicides, soil sediment, and lawn clippings into the ditches and waterways.
  
3. **Dwelling Size.** The floor area of the living space of the dwelling totally above the exterior finish grade, exclusive of open porches and garages, shall not be less than the following:
  - (a) Lots 3-24 inclusive:
    - (1) For a ranch style or single story style dwelling, One Thousand Seven Hundred (1700) square feet.
    - (2) For a two-story or one and a half story style dwelling, Two Thousand One Hundred (2100) square feet.
    - (3) For a quad level or tri-level style dwelling, One Thousand Eight Hundred (1800) square feet on the first (2) levels. A raised ranch , split level or other residence with only one (1) elevation visible from the front or rear shall be oriented so one (1) elevation is visible from the front and two(2) elevations are visible from the rear.
  - (b) The minimum square footage requirements set forth above may be reduced by the Architectural Control Committee, if the Architectural Control Committee, in its sole discretion, determines that the design, quality and appearance of the dwelling is comparable with, or superior to, a dwelling meeting the minimum size requirements.

(c) All homes, including the garage, must have at minimum a foundation which is at or below frost levels.

4. **Completion of dwelling.** The exterior of the dwelling shall be completed in accordance with the plans and specifications submitted to the Architectural Control Committee within one (1) year from the commencement of construction.
5. **Garages.** All garages must be a minimum of a two (2) stall garage attached to the home, and have a minimum of 450 square feet of open floor space. (No garage shall exceed 36 feet in width when the front of the garage faces the street.) All garages must be attached to the home and construction completed at the same time as the home.
6. **Underground Utilities.** All gas, electrical, telephone, television, and other utility lines or cables serving the subject lots and improvements located therein shall be laid underground.
7. **Driveways and Approaches.** All driveways and approaches shall be hard surfaced, either blacktop or concrete. Driveways must be completely installed within one (1) year from the date of completion of construction of the home. Each driveway approach shall be installed no later than six (6) months after the installation of the finished street.
8. **Temporary Structures.** No structures of a temporary character shall be used on any lot at any time as a residence either temporarily or permanently. Temporary structures include trailers, basements, tents, shacks, garages or other out buildings, barns, motor homes, boats and travel trailers. No storage building, attached or unattached shed (temporary, permanent, portable or carport) shall be placed or constructed on any lot.
9. **Landscaping.** Landscaping of lots, including the grading, seeding or sodding of lawns, shall be completed within one (1) year from the time construction of the home is completed. However, natural areas shall be permitted in other locations with the written approval of the Architectural Control Committee. The owner of the Lot shall keep any natural areas free of noxious weeds as required by applicable ordinances.
10. **Excess Excavation Dirt.** The Architectural Control Committee shall have the right to elect to have any excess dirt from any excavation deposited on Lots 1-25 within the Bell Ridge Subdivision as may be designated by the Architectural Control Committee or the Declarant, Anchorage Homes, Inc., at no cost to the developer/declarant.
11. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any property in the subdivision except dogs, cats and other household pets which are not kept, bred or maintained for any commercial purpose. A maximum of four (4) domestic animals may be kept on any Lot. All dogs shall be kept in the residence including a pet shelter within the garage of the residence or within the fenced animal yard authorized by this declaration when not on a leash or otherwise under the direct control of the owner. The person responsible for the pet shall collect and properly dispose of all animal waste

deposited by the pet, including animal waste deposited on any Lot, Outlot or right of way. The owner of any pet (s) shall be responsible for any licensing, nuisance, damage or injury caused by their pet (s).

12. **Signage.** No signs of any kind shall be displayed to the public view, except one sign of not more than one and one half (1 ½) square feet and except one (1) sign of not more than eight (8) square feet per lot for advertising a property for rent or sale used by a builder or owner to advertise the property during the construction and sales period or by the Declarant, Anchorage Homes, Inc., for the sale of lots in the subdivision.

13. **Nuisances.** No public or private nuisance of any kind shall be permitted on any lot. For the purpose of these restrictions and conditions, a nuisance shall be construed to include but not be limited to:

- Any act, objects, omission or course of conduct which may be construed by a court of law to constitute a public or private nuisance.
- Uncontrolled, unsupervised, or excessively loud pets.
- Excessive and/or unreasonably bright outdoor lighting that does not comply with the exterior lighting standards of these covenants.
- Scattered debris, trash, garbage, storage of junk, inoperable vehicles or unlicensed vehicles stored outside.
- Substantial failure to maintain improvements and landscape of property, including mowing/trimming of lawns.

14. **Fencing.** No fencing of any kind shall be placed on any lot without first submitting a fencing plan to the Architectural Control Committee for review and approval. No uncoated galvanized chain link fences shall be allowed. All other fences shall comply with Town of Algoma and Winnebago County code requirements. No fencing, walls or hedging/shrubbery planting shall be placed in such a manner, near the street intersections, which obstructs the proper view of street traffic. The following types of fencing may be allowed subject to the written approval of the Architectural Control Committee:

(a) Ornamental fences such as split rail, picket and post and rail, no more than four (4) feet in height and incorporated with landscaping.

(b) Chain link or solid wood fences no more than four (4) feet in height, located at least twenty five (25) feet from the rear lot line, twenty-five (25) feet from the side lot line adjacent to the street on a corner lot and ten (10) feet from all other side lot lines. Fences in the rear yard shall not extend more than eight (8) feet beyond the extended line of the side of the residence. Chain link fences must be green or black vinyl coated with no substitutes.

(c) Chain link or solid wood fences must be approved by the Architectural Control Committee surrounding an in-ground swimming pool. Chain link fences permitted under this paragraph must be vinyl coated with no substitutes.

(d) Chain link or solid wood fences no more than seven (7) feet in height surrounding an animal kennel adjacent to an animal shelter in the garage of the residence. The animal kennel shall be attached to the garage and have a yard area no larger than one hundred twenty (120) square feet. An uncoated galvanized chain link fence is permitted for animal kennels under this paragraph.

15. **Easements.** Easements for the installation and maintenance of drainage facilities, retention areas, utilities and cable television are reserved over the areas designated on the plat and within the setback areas of each Lot. Easement drainage facilities required by Declarant, Anchorage Homes, Inc., Town of Algoma, Winnebago County, are also reserved over the areas designated on the plat and the setback areas of each Lot. The actual location of such easements shall be determined at the time the utilities and/or drainage facilities are installed. No structure, planting or other materials shall be placed or permitted to remain in an easement area, which may damage or interfere with the installation and maintenance of any utility, change the direction of flow in any drainage channel or obstruct or retard the flow in any drainage channel. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for improvements for which a public authority or utility company is responsible. The storm drainage and grading plan for each Lot has been approved by the Town of Algoma and all owners shall comply with such plan. The Architectural Control Committee shall have the right, at any time, to determine the direction of the drainage flow and require the owner(s) to grade any drainage easement on a Lot accordingly at the expense of the owner(s); provided such determination does not conflict with the current drainage and grading plan on file with the Town of Algoma and Winnebago County.
16. **Antennas, Satellite Dishes and Other Equipment.** No ham radio antennas, radio towers, telephone poles with yard lights, overhead utility poles or similar equipment shall be permitted on any of the Lots. No satellite dish in excess of two (2) feet shall be permitted. No other mechanical or electrical equipment or apparatus which is larger than two (2) feet in height or two (2) feet in width may be installed, operated or stored on any Lot without the prior written permission of the Architectural Control Committee.
17. **Exterior Lighting Standards.** The purpose of this paragraph is to regulate the spill-over of light and glare on operators of motor vehicles, pedestrians, and land uses in the vicinity of a light source in order to promote traffic safety and to prevent the creation of nuisances. The requirements of this paragraph apply to all private exterior lighting within the subdivision, except for lighting of public right-of-ways. Any and all exterior lighting shall be depicted as to its location, orientation and configuration on the site plan required of the subject property under paragraph 27 (b) of these covenants. The requirements of this paragraph are as follows:
- (a) In no instance shall an exterior lighting fixture be oriented so that the lighting element (or transparent shield) is visible from an adjacent property or street right-of-way. The use of shielded luminaries and careful fixture placement is encouraged so to facilitate compliance with this requirement.

- (b) In no instance shall the amount of illumination attributable to exterior lighting, as measured at the property line, exceed 0.50 foot candles above ambient lighting conditions on a cloudless night.
  - (c) Light fixtures, except for landscape oriented light fixtures, shall not be located within required setbacks.
  - (d) Flashing, flickering, moving and/or other lighting which is a nuisance or may distract motorists, such as red, yellow or green lights are prohibited except during holiday seasons.
  - (e) All exterior lighting shall use incandescent bulbs or high pressure sodium bulbs.
18. **Alternative Energy Devices.** No alternative energy device, such as solar panels or sun collecting devices, windmills or vertical wind turbines shall be allowed on any Lot without the prior written permission of the Architectural Control Committee after a finding in the sole discretion of the Architectural Control Committee that the alternative energy device will not create a nuisance or negatively affect the appearance of the subdivision.
19. **Vehicle Restrictions.** No inoperable, partially dismantled, wrecked, junked, discarded or unlicensed motor vehicle shall be allowed to remain on any of the Lots outside of a building. No commercial vehicles other than a pickup truck or standard sized van may be parked on a Lot or the adjacent street on a regular basis. The intent of the restriction contained in the previous sentence is to prohibit the presence of cargo vans, trucks, semi-tractors, skid steers, dump trucks and other large commercial vehicles whose presence detracts from the residential nature of the neighborhood.
20. **Outside Parking/Storage Prohibited.** No fire wood, construction or similar material or equipment; mobile home; motor home; camper; removable camper top; lawn tractors, tractors, recreational vehicles; fishing shanty; boat; snowmobile; boat trailer(s) of any type or style; any style or type of trailer, movable boat lift; or other item of similar nature shall be stored or parked on any Lot, unless kept in a garage completely enclosed. Any outside storage/parking for the intention of storage for an extended period of time is prohibited, and should only occur on a temporary basis, defined as a ten (10) day limit in any sixty (60) day period. However, overnight guests may occupy a motor home or recreational vehicle on a lot for maximum of fourteen (14) nights in any sixty (60) day period.
21. **Pools and Spas.** No above ground swimming pools shall be allowed on any of the Lots without the prior written consent of the Architectural Control Committee. An outside hot tub/spa on a deck or patio adjacent to the residence is permitted.

22. **Garbage/Recyclables.** Garbage, which is not recyclable, shall be kept in properly covered containers or inside sealed plastic bags. Newspapers, cardboard and other recyclables shall be sorted, stored and disposed of in the manner required by applicable recycling rules and regulations. Garbage and recyclables shall not be placed on the curb more than twenty-four (24) hours prior to the designated pickup time. All empty garbage cans and recycling containers shall be removed from the curb within twelve (12) hours of being emptied.
23. **Location of Residence and Improvements.** The location of the residence and any other authorized improvements on the lot shall comply with all setback requirements shown on the plat or imposed by applicable ordinances and regulations, unless a written variance is received from the Architectural Committee and each municipality having zoning jurisdiction over the lot. Additionally, Lots 15 & 16 shall have a five (5) foot undisturbed natural area ("no-touch") zone along the property line adjacent to the Town of Algoma Bike/Walking Path designated on the Plat.
24. **Basketball or Tennis Courts.** No basketball or tennis court shall be permitted on any lot. No basketball hoop attached to any structure shall be permitted. A pole mounted or portable basketball hoop adjacent to a driveway shall be permitted.
25. **Weed Control.** Prior to the construction of a residence on the Lot, the Lot shall be mowed at least two (2) times/year. The mandatory mowing shall be between June 1<sup>st</sup> and June 30<sup>th</sup> and the other between September 1<sup>st</sup> and September 30<sup>th</sup>.
26. **Burning.** The owner of the lot may have a recreational fire on the lot in a properly designed fire pit or fire container. Fires on any outlot, right of way or lot not owned by the owner is prohibited. Burning of garbage or other refuse is prohibited. All authorized burning on a lot shall comply with any regulations or requirements established by the municipality having jurisdiction over the lot. The owner of a lot is responsible for any damage caused by a fire originating on the lot.
27. **Architectural Control Committee.** No structure, landscaping or substantial improvement of any kind shall be erected, placed or altered on any of the Lots until the construction plans and specification and plot plan showing the location of such improvements have been approved in writing by the Architectural Control Committee as to color, type and quality of materials, quality of workmanship, location, height, grade elevation and harmony of exterior design with the neighborhood, surrounding structures and existing topography.
- (a) **Membership.** The Architectural Control Committee shall be composed of two representatives of the Developer, Anchorage Homes, Inc., and one representative of the Property Owners Association appointed by the Developer. Each member of the Architectural Control Committee shall have the right to resign at any time. In the event of the death or resignation of any member of the Committee, the remaining member(s) shall have full authority to designate a successor. The vote of a majority of the members of the Architectural Control Committee shall be required to approve

or disapprove of any matter brought before the Architectural Control Committee unless otherwise specified in these Protective Covenants. A majority of the Architectural Control Committee may designate a representative to act for it. The Architectural Control Committee shall have the right to delegate all or any part of the authority granted to the Architectural Control Committee at any time.

(b) At least thirty days prior to commencement of construction of any structure or other substantial improvement on any lot, one (1) copy of the plans, specifications and plot plan showing the proposed location of such structure, or improvement shall be submitted to the Architectural Control Committee. The Architectural Control Committee's approval or disapproval shall be in writing in a document that can be recorded and signed by one (1) member of the Architectural Control Committee. In the event that a majority of the Architectural Control Committee fails to approve or disapprove the plans and specifications within thirty (30) days after receipt of same by any member of the Architectural Control Committee, approval shall not be required and this paragraph of these Protective Covenants shall be deemed to have been fully complied with. The Architectural Control Committee shall retain one (1) copy of all approved plans and specifications until construction is completed. The Architectural Control Committee shall have the right to waive compliance with the requirements of this paragraph for certain types or classes of structures, landscaping or improvements.

(c) All owners shall be solely responsible for complying with these Protective Covenants and any owner failing to comply with the requirements of these Protective Covenants, shall be responsible for any and all costs associated with corrective action to obtain compliance with the covenants, including but not limited to halting of construction, demolition, relocation, replacement, reconstruction and attorney fees and costs incurred to obtain compliance with these Protective Covenants. The Architectural Control Committee shall not be responsible for enforcing these Protective Covenants or for any owner failing to comply with the requirements of these Protective Covenants. Further, the Architectural Control Committee shall have no liability for an owner's failure to comply with these Protective Covenants, or for any decisions rendered by the Architectural Control Committee under these Protective Covenants.

28. **Property Owner's Association/Maintenance and Upkeep.** The Declarant, Anchorage Homes, Inc., and /or the owners of the Lots in the Bell Ridge Subdivision, shall form a Property Owner's Association (the "Association") for the purpose of: (a) repair, maintenance, and upkeep of Outlot 1 including its retention pond, any signage, common areas or facilities, and (b) for the repair, maintenance, and upkeep of the drain tile in ditches along the road right of way. Each owner of a lot shall automatically be a member of the Association and shall be obligated to abide by such rules and/or regulations as the Association may establish from time to time.

In the event the Association defaults in its duty, the Declarant, Anchorage Homes, Inc., shall have the right to undertake any required maintenance, repairs or upkeep and to

charge the cost thereof to the Association. In the event both the Association and the Declarant default in their duty, the Town of Algoma shall have the right to undertake any required cost thereof to the Association or to levy a proportionate share of such cost against each developed lot as a special assessment or charge on the real estate tax bill for such lot.

29. **Property Owner's Association Assessments.** The Association shall have the right to charge an equal share of all reasonable and necessary costs incurred by the Association to the Owner of each of the lots. The amount of the assessment shall be computed by dividing the cost for which the assessment is being made by the 22 lots that are subject to these protective covenants (lots 3-25 in Bell Ridge Subdivision). The assessments may be made on the basis of the costs actually incurred by the Association or annually on the basis of a budget of the estimated costs for the following year. The Declarant, Anchorage Homes, Inc., or its successor shall be responsible for the assessment for any lot which is platted but not sold. The assessment shall apply to all the lots whether or not a residence has been constructed on the lot. Notwithstanding, anything contained in this Declaration to the contrary, the method of assessment shall not be amended so as to provide that the amount of the assessment on a lot is increased over the amount determined under the foregoing method without the written consent of the owners(s) of all lots receiving an increased assessment.

Any assessment not paid within thirty (30) days of billing shall bear interest at the rate of twelve percent (12%) per annum, until paid. In the event a member of the Association is in default in the payment of any assessment for a period of more than thirty (30) days, the Association may bring suit to enforce collection of the delinquent assessment, and all costs and fees of such proceeding, including reasonable, actual attorney's fees, shall be the responsibility of the member in default.

30. **Terms, Amendments, Enforceability, and Severability.** These Protective Covenants shall run with the land and shall be binding upon and inure to the benefit of the owners of the Lots and all persons claiming under them for a period of thirty (30) years from the date these Protective Covenants are recorded. Thereafter, these Protective Covenants shall be automatically extended for successive ten (10) year periods, unless otherwise indicated in a written declaration signed by the then owners of a majority of the Lots and recorded in the office of the Winnebago County Register of Deeds. The Protective covenants may be amended in whole or in part at any time by a document signed by the owners of two-thirds (2/3) of the Lots and recorded in the Office of the Winnebago County Register of Deeds. The owner of any of the Lots shall have the right to enforce these Protective Covenants by injunction or other lawful procedure and to recover any damages resulting from a violation thereof. The termination of these Protective Covenants shall not result in the termination of, or otherwise affect, any other covenants, easements or restrictions affecting the Lots, including those of any plat of which the Lots are a part.



2

1365823

REGISTER'S OFFICE  
WINNEBAGO COUNTY, WI  
RECORDED ON

08/05/2005 12:21PM

JULIE PAGEL  
REGISTER OF DEEDS

RECORDING FEE 13.00  
TRANSFER FEE  
# OF PAGES 5

TOWN OF ALGOMA

Agreement Regarding

Waiver of Special Assessment Proceedings

This Agreement entered into effective the 22<sup>ND</sup> day of July, 2005, by and between the Town of Algoma, a Wisconsin municipal corporation, located in Winnebago County, Wisconsin (the "Town"), and Anchorage Homes, Inc., the owners of real estate being subdivided by Anchorage Homes, Inc. within the Town (the "Owner").

Return to:

Attorney Robert C. Wertsch  
417 N. Sawyer Street  
Oshkosh, WI 54902

Chg. Town of Algoma

Parcel Identification No. 002-3658 THROUGH  
002-3685

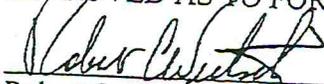
1. The real estate included in the Bell Ridge Subdivision affected by this Agreement is as set forth in Exhibit A attached hereto.
2. Owner, for themselves and their successors and assigns, agrees with the Town that all real estate described in Exhibit A shall be assessed by the Town for final street paving costs.
3. The Town and Owner agree that this document, when executed, and when recorded with the Register of Deeds for Winnebago County, shall constitute a waiver, by Owner and by the successors and assigns of Owner, said waiver authorizing the Town to proceed and accomplish all final street paving, and to assess the costs to abutting property owners; and there shall be no requirement for, and Owner waives any right to, a preliminary resolution, notice of public hearing, public hearing, or final resolution.
4. All such special assessments, by waiver, are deemed correct, and properly imposed pursuant to Wisconsin law.
5. The Town shall collect said special assessments by cash or installment payments as then determined by the Town.

EXCEPTION NO. # FOOTNOTE

n.5



APPROVED AS TO FORM:

  
Robert C. Wertsch, Town Attorney

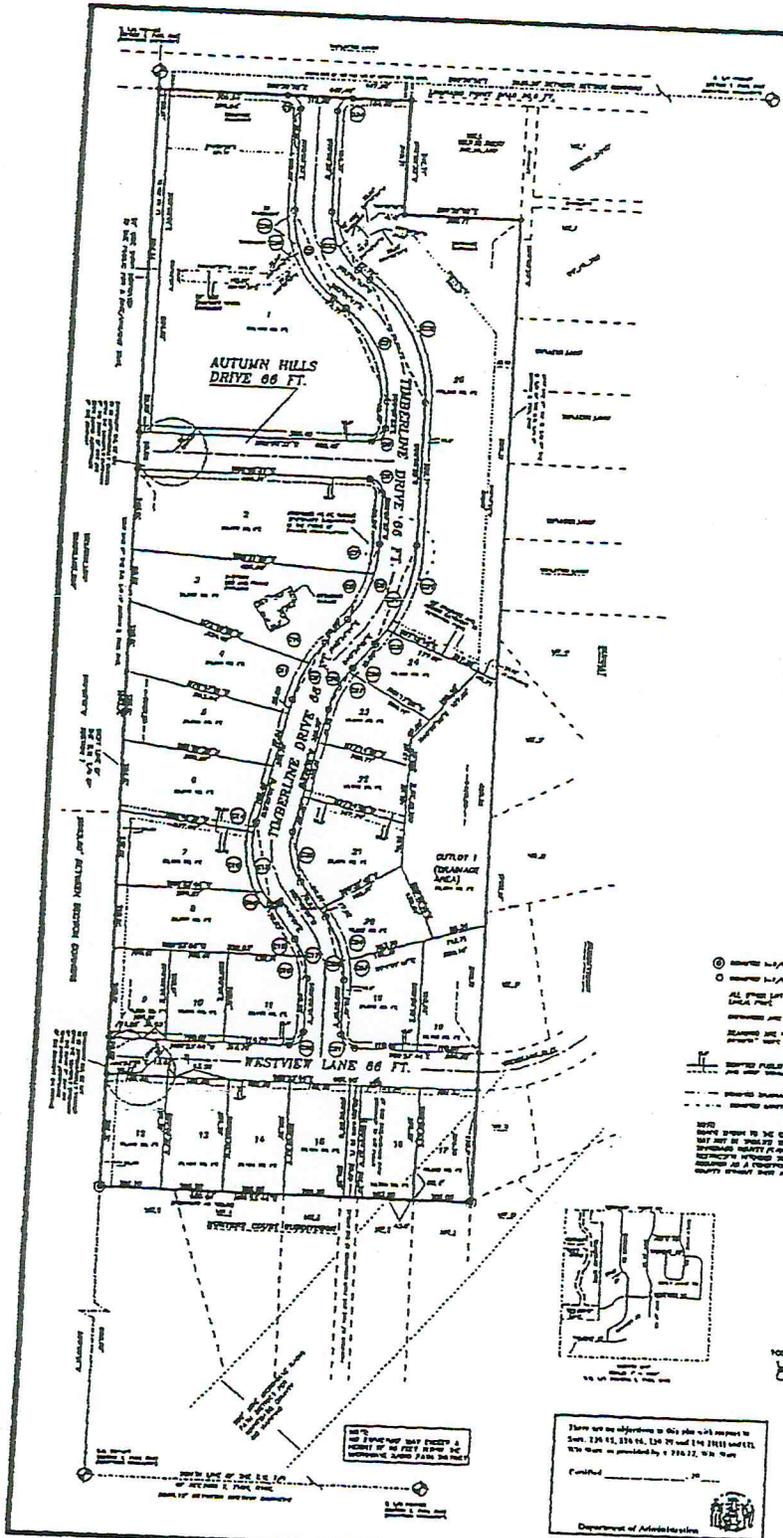
List of Attachments:

Exhibit A – Final Plat of Bell Ridge Subdivision

This instrument drafted by:  
Attorney Robert C. Wertsch  
417 N. Sawyer Street  
Oshkosh, WI 54902  
920-231-3401

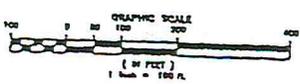
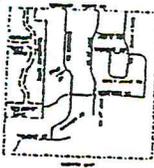
# BELL RIDGE SUBDIVISION

LOT 2 AND LOT 3 IN CERTIFIED SURVEY MAP NO. 3386 AND UNPLATTED LANDS IN PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 7, T10N, R10E, T80N OF ALABAMA, BRUCEHARVEY COUNTY, MISSISSIPPI



LOT	OWNER	ACRES	REMARKS
1	...	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...
6	...	...	...
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9	...	...	...
10	...	...	...
11	...	...	...
12	...	...	...
13	...	...	...
14	...	...	...

- ① denotes 1/4 of Section 7 from one parcel.
- ② denotes 1/4 of Section 7 from one parcel.
- ③ denotes 1/4 of Section 7 from one parcel.
- ④ denotes 1/4 of Section 7 from one parcel.
- ⑤ denotes 1/4 of Section 7 from one parcel.
- ⑥ denotes 1/4 of Section 7 from one parcel.
- ⑦ denotes 1/4 of Section 7 from one parcel.
- ⑧ denotes 1/4 of Section 7 from one parcel.
- ⑨ denotes 1/4 of Section 7 from one parcel.
- ⑩ denotes 1/4 of Section 7 from one parcel.
- ⑪ denotes 1/4 of Section 7 from one parcel.
- ⑫ denotes 1/4 of Section 7 from one parcel.
- ⑬ denotes 1/4 of Section 7 from one parcel.
- ⑭ denotes 1/4 of Section 7 from one parcel.



There are no objections to this plan with respect to Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14, who claim as provided by § 21612, W.S. Miss.

Certified \_\_\_\_\_

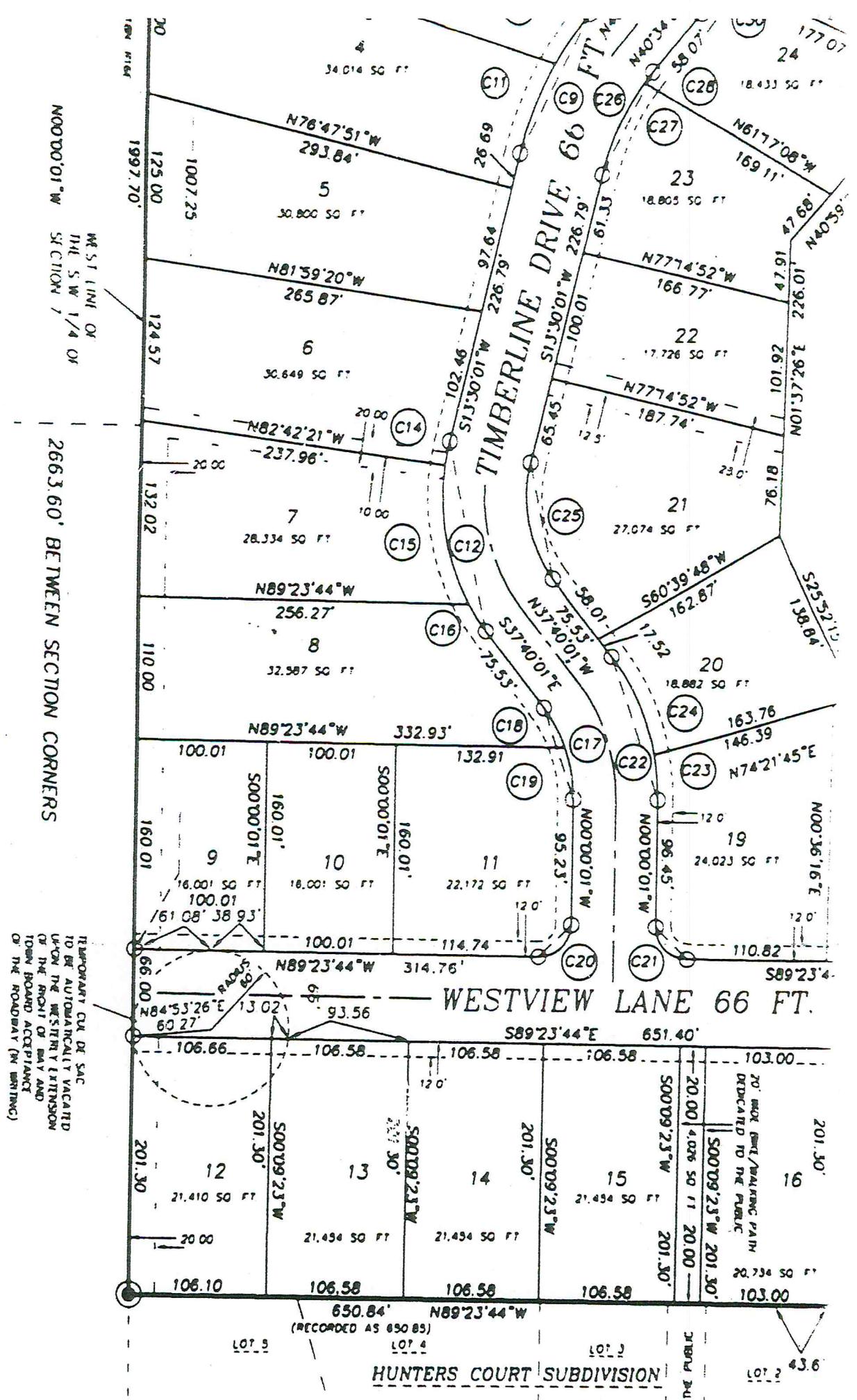
Department of Administration

National Survey & Engineering

1000 ...

MISSISSIPPI

EXHIBIT A



WEST LINE OF THE S W 1/4 OF SECTION 7

2663.60' BETWEEN SECTION CORNERS

TEMPORARY CUR DE SAC TO BE AUTOMATICALLY VACATED UPON THE WESTERN EXTENSION OF THE FRONT OF BAY AND TOWN BOARD ACCEPTANCE OF THE ROADWAY (IN WRITING)

WESTVIEW LANE 66 FT.

HUNTERS COURT SUBDIVISION

RECORDED AS 830 85

20' WIDE EASEMENT/PAVING PATH DEDICATED TO THE PUBLIC

LOT 5

LOT 4

LOT 3

LOT 2

43.6'

DESCRIPTION OF PLAT BOUNDARY

LOT 2 AND LOT 3 IN CERTIFIED SURVEY MAP NO. 3386 AND UNPLATTED LANDS IN PART OF THE WEST 1/2 OF THE S.W. 1/4 OF SECTION 7, T18N, R16E, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE S.W. CORNER OF SAID SECTION 7, THENCE NORTH 00°00'01" WEST ALONG THE WEST LINE OF THE S.W. 1/4 OF SAID SECTION 665.90 FT. TO THE S.W. CORNER OF THE N.W. 1/4 OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION AND THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED, THENCE CONTINUING NORTH 00°00'01" WEST ALONG SAID LINE 1997.70 FT. TO THE W. 1/4 CORNER OF SAID SECTION, THENCE SOUTH 89°29'52" EAST ALONG THE NORTH LINE OF SAID 1/4 SECTION 447.58 FT., THENCE SOUTH 00°09'23" WEST ALONG THE WEST LINE AND EXTENDED WEST LINE OF LOT 1 IN CERTIFIED SURVEY MAP NO. 3386 AFORESAID 241.71 FT. TO THE S.W. CORNER OF SAID LOT 1, THENCE SOUTH 89°29'52" EAST ALONG THE SOUTH LINE OF SAID LOT 208.71 FT. TO THE S.E. CORNER OF SAID LOT, THENCE SOUTH 00°09'23" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE OF THE WEST 1/2 OF SAID 1/4 SECTION (AND THE WEST LINE OF SUNRAY SUBDIVISION) 1757.10 FT. TO THE N.E. CORNER OF LOT 1 IN HUNTERS COURT SUBDIVISION, THENCE NORTH 89°23'44" WEST ALONG THE NORTH LINES OF LOTS 1, 2, 3, 4 AND 5 IN HUNTERS COURT SUBDIVISION 650.84 FT. TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 28.8226 ACRES.

JULY 18, 2005

NO. 4227-FINAL-LEGAL ONLY

EXHIBIT D